

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
LAREDO DIVISION**

**ARTEMIO VIELMA,**

**Plaintiff,**

**v.**

**COOPER TIRE & RUBBER COMPANY,  
PEP BOYS-MANNY, MOE & JACK OF  
DELAWARE, INC., AND LUCY LOPEZ,**

**Defendants.**

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**CIVIL ACTION NO. 5:10-cv-00099  
JURY**

**PROMISE OF CONFIDENTIALITY**

State of \_\_\_\_\_ §

§

County of \_\_\_\_\_ §

§

1. My name is \_\_\_\_\_. I live at \_\_\_\_\_. I am employed as \_\_\_\_\_ by \_\_\_\_\_.

2. I am aware that a Protective Order of Confidentiality has been entered in the above-referenced lawsuit and a copy of that Protective Order of Confidentiality has been given to me.

3. I promise that I will use the **confidential material** as defined under the Protective Order of Confidentiality *only* as authorized therein.

4. I promise that I will not disclose or discuss such **confidential material** with any person other than **authorized persons** under the Protective Order of Confidentiality.

5. I understand that I am prohibited by the terms of the Protective Order of Confidentiality from entering any **confidential material** onto any electronic storage system, other than a compact disc, unless otherwise agreed by the parties to this matter. Specifically, I am prohibited from entering any **confidential material** onto any computer database and/or computer hard drive. I am also prohibited from transmitting **confidential material** via e-mail or other similar media.

6. I promise that I will not disclose any specific **confidential material** produced in this case in an effort to get permission from any other court to access the specific **confidential material** produced in this matter for use in other litigation or for any other purpose.

7. I understand that any use of the **confidential material** I obtain, in any manner contrary to the provisions of the Protective Order of Confidentiality or this Promise of Confidentiality may subject me to sanctions by this Court, and I agree to the jurisdiction of this Court to enforce any such Order.

8. I expressly consent to the jurisdiction of this Court with respect to matters within the scope of the Protective Order of Confidentiality.

9. Although I may disagree, Cooper has advised me that violating the terms of the Protective Order of Confidentiality or this Promise of Confidentiality could result in civil sanctions levied by the Court and/or other penalties under state and/or federal law.

10. Within twenty (20) days of written notice to me, I will return to Cooper Tire & Rubber Company, through delivery to counsel of record representing Plaintiffs or Defendant in this case, all **confidential material**, along with this signed certification confirming the return of said **confidential material**. I promise that under no circumstance will I retain any originals or duplicates of any such **confidential material**. I assume all responsibility for returning the **confidential material** to Cooper Tire & Rubber Company that has been provided to me, as set forth herein, and I bear all risks associated with the purported loss, destruction, or inadvertent disclosure of such **confidential material** that has been entrusted to my care. While I may disagree, I have been advised that my failure to return all such **confidential material** and/or to provide the notarized affidavit described above may be deemed a disclosure of the **confidential information** in violation of the Protective Order of Confidentiality and this Promise of Confidentiality, which may subject me to sanctions.

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Signature

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Date